

**STANDARD TERMS & CONDITIONS OF SALE OF GOODS AND/OR SERVICES**  
**("STANDARD TERMS")**

This STANDARD TERMS shall apply to every quotations (hereinafter the "Quote") issued by **KDDI Singapore Pte. Ltd.** ("KDDI") to its Customer and Customer is deemed to have knowledge of and agrees that this STANDARD TERMS are incorporated to each Quote and/or ordered transaction(s) relating to the provision of goods and/or related services (hereinafter the "Transaction") by KDDI. Unless a separate contract governs the intended Transaction is concluded and signed by authorized representatives of each Party, this STANDARD TERMS shall apply and constitute as the contract between both Parties ("Contract"). (Customer and KDDI are each referred to as a "Party" and collectively as the "Parties").

**1. DEFINITIONS:**

- 1.1 "Confidential Information" shall mean confidential or proprietary information (which includes but is not limited to information relating to financial position, assets and liabilities, pricing data, internal management and structure of an entity, employees list and data, customers and suppliers list, business plans, industrial and marketing plans, policies, promotions, know-how, systems, business strategies, databases, spreadsheets, software, development source and object codes, technology and manufacturing processes, correspondence, discussions, negotiations and agreements between the Parties, and all other information) disclosed by the disclosing party to the receiving party in connection with the Transaction, whether in tangible or intangible form, and whether or not marked as confidential.
- 1.2 "Force Majeure Event" means any circumstances beyond a Party's reasonable control including but without limiting the generality of the foregoing, such circumstance as an act of God, perils of sea or air, fire, flood, a state of war, an act of the public enemy, a declaration of a state of emergency by the government, a circumstance seriously disrupting public safety, peace or good order of the applicable country, an act of terrorism, a quarantine restriction, an epidemic, any outbreak of disease, COVID-19, a strike or lockout (other than a strike or lockout involving a Party's own employees), a riot, a war (declared or undeclared), a civil commotion, vandalism, sabotage, or malicious mischief, and which occurs without the fault or the negligence of the Party seeking relief.
- 1.3 "Intellectual Property Rights" or "IPR" includes any and all inventions whether or not patentable, utility models, trademarks, component designs and manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, database rights, trade secrets and know-how, in each case whether registered or unregistered, and also including identified technical and non-technical and business-related information such as specifications, computer programs, drawings or blueprints.
- 1.4 "Manufacturers' Warranties" means the warranties given by any third-party manufacturer in relation to any goods provided by KDDI to the Customer.
- 1.5 "Purchase Order" means an offer by Customer to purchase the Transaction from KDDI according to this STANDARD TERMS.
- 1.6 "Sales Quotation" refers to all quotations in relation to the Transaction. The cost and financial commitments quoted by KDDI are based on the assumption that the information provided by the Customer is fully accurate and correct.

**2. ORDERING:** The Customer order shall be deemed to be accepted by KDDI and a Contract incorporating this STANDARD TERMS shall come into existence when:

- (a) Customer signed acceptance on the Sales Quotation;
- (b) KDDI commences work on, appropriates the goods, or performs the services; or
- (c) KDDI issues written confirmation of Customer's acceptance notification of the Sales Quotation.

**3. PAYMENT:**

- 3.1 Customer shall pay the amount in the currency stated under each invoice(s) without any counter claims, offset or deductions, within thirty (30) days from the invoice date.
- 3.2 KDDI reserves the right at any time to suspend credit or change credit terms, to include requiring cash on delivery and/or withhold the provision of the Transaction, until complete payment of the undisputed amount has been received, when in KDDI's sole discretion and without prejudice to its other rights, Customer's financial conditions so warrant.
- 3.3 If payment of the undisputed amount is overdue, KDDI may charge Customer a penalty interest on the overdue amount at an annual rate equal to the prime rate published by the MUF Bank, Ltd. for the year, from the date of payment default until KDDI receives Customer's payment in full. KDDI may apportion any part payments made by Customer against any principal or interest amount(s) as KDDI decides.

**4. TAXES AND OTHER CHARGES:** Customer shall pay all taxes, including goods and services tax chargeable under the Goods and Services Tax Act (Cap. 117A) at the rate and in the manner from time to time as prescribed by law, and any government charges payable in respect of the Transaction. All invoices are exclusive of such taxes, withholding tax, duties, levies, and fees. If Customer is required to withhold any tax or charge pursuant to any applicable law or regulation, the invoice(s) amount shall be increased to the extent necessary to ensure that KDDI receives the net sum which it would have received had such deduction or withholding tax not been made.

**5. DELIVERY:**

- 5.1 All delivery dates are estimates only and KDDI shall deliver the Transaction in accordance with the Quote, and all reasonable directions and requirements of the Customer.
- 5.2 Risk of loss or damage in the goods shall pass to the Customer when the goods are dispatched from KDDI's stated point of dispatch. KDDI retains title to all goods until full payment for the goods has been received by KDDI.
- 5.3 In the event of shipment delay attributable to either Party, not arising from a Force Majeure Event, storage charges shall be imposed by KDDI and the Party causing such delay shall be obliged to pay storage charges at the prevailing prime rate for every week of delay, including all handling and insurance charges.

**6. DELAY DUE TO FORCE MAJEURE:** Neither Party shall be deemed to be in breach of the Contract, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under the Contract to the extent that the delay or non-performance is due to any Force Majeure Event. If a Party is wholly or partially unable to perform any of its obligations because of a Force Majeure Event, then it shall promptly notify the other Party of its inability to perform and the nature and the extent of the circumstances that amounts to a Force Majeure Event. In the occurrence of such a Force Majeure Event, the Parties agree to take reasonable efforts to minimize the duration and mitigate the effect of the Force Majeure Event. In the event that the parties agree to terminate the Contract, Customer shall pay KDDI for all Transactions provided up to the date of the occurrence of the Force Majeure Event.

**7. WARRANTIES:**

- 7.1 KDDI warrants that the services provided shall conform in all respects to the specifications as set out in the Quote, and shall be performed in a good, professional and timely manner, with reasonable care and skill, by competent and trained personnel.
- 7.2 As far as it is able, KDDI shall pass on to the Customer the benefits of any Manufacturers' Warranties. The sole remedy available to Customer with respect to defects in the goods will be against the manufacturer under the Manufacturers' Warranties to the extent available to Customer.
- 7.3 At any time during the delivery or upon receipt of the goods, or performance of the services, KDDI becomes aware, or Customer notifies KDDI of any defect in relation to the goods or services under the Transaction, KDDI at its cost and sole discretion, will correct the defect, in such a manner as it sees fit, at no additional cost to Customer. The express terms of this STANDARD TERMS are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

**8. RETURNS AND CANCELLATION:** All goods supplied pursuant to this STANDARD TERMS shall not be returned by Customer without KDDI's prior written consent. If KDDI provides such consent, the returned goods must be in the same condition as originally delivered to Customer. The Customer may not, without the prior written consent of KDDI, cancel an order, including, without limitation, any order for goods customised according to special requirements of the Customer, once the order has been accepted by KDDI.

**9. NON-CONFORMING GOODS AND/OR SERVICES:** Upon delivery, if any of the goods do not conform to the agreed specifications, Customer shall within five (5) days of receipt of such goods notify KDDI in writing. KDDI shall at its sole discretion either rectify or remedy the Transaction by replacing or repairing the goods as soon as reasonably practicable. In the event that the services do not conform to the agreed specifications, Customer shall within five (5) days of receipt of such services notify KDDI in writing. KDDI shall, at its sole discretion, either correct or replace the services, at no additional cost to Customer.

**10. CLAIMS:** Any Customer claim for defective goods, delays in delivery, non-delivery, or for any other reason, must be submitted in writing to KDDI giving full particulars in support of the claim. The Customer shall not be entitled to make a claim for goods that are altered, defaced or upon which any additional operation has been performed by the Customer, and no claims shall be allowed for labour, rework, transportation or other expenses incurred by Customer, without prior written approval of KDDI.

**11. INDEMNITY:** Each Party shall indemnify and hold harmless the other Party and its agents, employees, officers, directors, successors and assigns, from and against any and all damages, liabilities, losses, expenses, costs or claims (including without limitation legal fees) directly caused by (a) the negligence or willful misconduct of the indemnifying party, or (b) the indemnifying party's breach of any of its covenants, representations or warranties set forth herein.

**12. LIMITATION OF LIABILITY:** Notwithstanding anything else contained in this STANDARD TERMS neither Party shall be liable for indirect, special, incidental or consequential loss or damage including, but not limited to, loss of business, revenue, data, profits, anticipated savings, or goodwill, resulting from the provision of the goods and services, regardless of the form of action, whether in breach of contract, breach of warranty, breach of statutory duty, negligence (or other tort) or otherwise, whether foreseeable or not and whether arising from any act or omission on the part of a Party in respect of its obligations in the Contract or howsoever arising from the use of the goods or services. Except for death or personal injury caused by KDDI's negligence, KDDI's aggregate liability for any and all claims arising out of or in connection with each Transaction, is limited to the TOTAL PRICE PAID by Customer for the Transaction in respect of which the claim arose.

**13. INTELLECTUAL PROPERTY:**

- 13.1 Nothing contained in this STANDARD TERMS shall be construed as an assignment or transfer of any IPR in the goods or services, all of which rights are reserved by KDDI or its third-party licensor, as the case may be.
- 13.2 KDDI hereby grants to the Customer a non-exclusive, non-transferable, non-assignable, non-sub-licensable, revocable licence to use its IPR in the form in which they are embedded in, integrated into or loaded on the goods at the time of delivery to the Customer as an integral part of the goods for use in conjunction with the remainder of the goods but subject to the condition that the goods are used only for their intended purpose and for the Customer's internal business purposes only.
- 13.3 In relation to IPR owned by third-parties embedded in, integrated into or loaded on the goods:

- (a) the performance by KDDI of its obligations under the Contract is in all respects conditional upon the Customer entering on the date of the Contract into an end-user licence agreement with the third-party owner or (as the case may be) a sub-licence agreement with KDDI (in either case, a "Licence Agreement") governing the use by the Customer of that IPR as may be required by the third-party owner; and
- (b) the Customer agrees with KDDI to be bound and abide by the terms and conditions of each such Licence Agreement.

**14. CONFIDENTIAL INFORMATION:**

- 14.1 The receiving party of the Confidential Information shall not without prior written consent of the disclosing party, copy or disclose such Confidential Information to any person or use for any purpose any Confidential Information obtained by it in connection with the Contract, but may disclose Confidential Information to its employees or agents on a "need-to-know" basis, for the purpose of performing its obligations within the scope of the applicable Transaction.
- 14.2 The foregoing restrictions on the Confidential Information shall not apply to information that is (a) publicly available; (b) independently developed and lawfully obtained by the receiving party; (c) directly or indirectly obtained from the disclosing party without restriction against subsequent use, duplication or disclosure; and (d) required to be disclosed pursuant to applicable laws and/or regulations the directions of governmental or regulatory authorities or by court order.
- 14.3 Upon termination, expiration or completion of the Contract, the receiving party shall, at the request of the disclosing party, return or destroy all Confidential Information supplied and belonging to the disclosing party, except for any Confidential Information that is required to retain pursuant to applicable laws and/or regulations and/or its internal documentation retention policies. The confidentiality obligations in this clause 14 shall survive the termination and expiration of the Contract.

**15. DATA PROTECTION:**

- 15.1 Parties undertake to fully comply with the requirements of the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore ("PDPA"), for the time being in force in Singapore and includes any rules or regulations made thereunder and shall take all necessary actions to comply with and observe the provisions of the PDPA in respect to collecting, using, disclosing and/or processing any such personal data, if necessary.
- 15.2 Each Party shall ensure that any individual contacting or interacting with the other regarding a Transaction can be contacted via and will exclusively use business address, business email address, business telephone number and/or business fax number.

**16. EXPORT CONTROL:**

- 16.1 Parties acknowledge that certain tangible and/or intangible goods, software, technology and technical information ("Controlled Items") provided in the Quote and the respective Transaction are subject to export control laws, restrictions, regulations and orders ("Export Control Laws"), as enforced by the applicable regulatory authorities, such as Singapore Customs and other foreign agencies or authorities.
- 16.2 Parties agree to comply with all applicable Export Control Laws and shall not export, transfer or transmit for the purpose of re-export any such Controlled Items to any prohibited or embargoed country, or to any denied, blocked, or designated person or entity, as listed in any such Export Control Laws in force from time to time (available at URL: <https://www.customs.gov.sg/businesses/strategic-goods-control/sanctioned-lists-and-red-flags>). Each Party shall be solely responsible for obtaining any applicable Export Control Laws licence to export, re-export or import the concerned Controlled Items, as may be required.

**17. ANTI-CORRUPTION:**

- 17.1 Parties represent and warrant that:
  - (a) each shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to Singapore Prevention of Corruption Act (Cap. 241), U.S. Foreign Corrupt Practices Act, UK Bribery Act or similar laws of any other country or jurisdiction which are applicable to the Transaction;
  - (b) each has not and shall not offer, pay, give, or promise to pay or give, directly or indirectly (including through a third party or intermediary) any payment or gift of any money or thing of value to any government official, government employee (or employee of any company owned in part by a government), political party, political party official, or candidate for any government or political office, or another person or entity, in order to influence or induce an action to secure improper advantage in relation to the contemplated Transaction between the parties.
- 17.2 Failure by either Party to comply with this provision shall be deemed as breach of this STANDARD TERMS and Parties shall have the right to terminate the Contract without any liability. This clause is without prejudice to the terminating party's other rights or remedies.

**18. TERMINATION:**

- 18.1 Without limiting its other rights or remedies, either Party may terminate the Contract with immediate effect by giving written notice to the other Party (the "Breaching Party") if:
  - (a) the Breaching Party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of Breaching Party being notified in writing to do so;
  - (b) the Breaching Party takes any step or action in connection with its entering administration, provisional liquidation, judicial management or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the Breaching Party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
  - (d) the Breaching Party fails to pay the non-disputed amount due under the Contract on the due date for payment; or
  - (e) the Breaching Party's financial position deteriorates to such an extent that in the other Party's opinion the Breaching Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 18.2 Upon termination of the Contract for any reason the Customer shall immediately pay to KDDI all of KDDI's outstanding unpaid and undisputed invoices and interest.
- 18.3 Termination of the Contract shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

**19. SEVERABILITY:** Notwithstanding that the whole or any part of any provision of this STANDARD TERMS may prove to be illegal or unenforceable, the other provisions of this STANDARD TERMS and the remainder of the provision in question shall remain in full force and effect.

**20. ENTIRE AGREEMENT:** This STANDARD TERMS shall constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter. This STANDARD TERMS apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**21. WAIVER:** No forbearance, delay or indulgence by either Party in enforcing the provisions of this STANDARD TERMS shall prejudice or restrict the rights of that Party nor shall any waiver of its rights in relation to a breach of this STANDARD TERMS operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either Party under this STANDARD TERMS is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

**22. AMENDMENTS:** No addition to, variation or modification of the Contract or this STANDARD TERMS shall be effective unless it is in writing and signed by an authorized representative of each Party.

**23. ASSIGNMENT:** Neither Party shall assign, delegate or otherwise transfer all or any part of the rights and/or obligation under the Contract or this STANDARD TERMS without the prior written consent of the other Party.

**24. NOTICES:** Notices given under the Contract or this STANDARD TERMS must be in writing and shall be effective when delivered to and duly received by the other Party's relevant officer at the address stated on the applicable Transaction document.

**25. GOVERNING LAW:** The Contract including this STANDARD TERMS shall be governed by and construed according to the laws of Singapore, without regard to conflict of laws principles.

**26. DISPUTE RESOLUTION:** Any dispute controversy or claim arising out of or in connection with the Contract including this STANDARD TERMS, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC (the "SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator, whose appointment shall be in accordance with the SIAC Rules. Arbitration proceedings (including but not limited to any arbitral award rendered) shall be in English. The award shall be final and binding on the Parties, and judgment upon any award may be entered and enforced in any court having jurisdiction.

**27. CONTRACTS (RIGHTS OF THIRD PARTIES):** Nothing herein confers or purports to confer on any third party any benefit or any right to enforce any provision or clause of the Contract including this STANDARD TERMS pursuant to the Contracts (Rights of Third Parties) Act, Cap. 53B.